



REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)

PERFORMANCE CONTRACTING PROJECT STUDY

RSQ Number	15-0219	Contracting Officer	B. Schwartzman
Proposal Due Date	9 Sep 15	Pre-Proposal Conference	Not Applicable
Proposal Due Time	3:00 PM	RSQ Issue Date	18 Aug 15

The County, in fulfillment of its interest and desire to realize maximum competition throughout its procurement program, invites and encourages your participation in this competitive purchasing action. If, after review of all requirements you decide not to participate in this solicitation at this time, or would prefer not to receive further notices of solicitations for services of this type, please mark the appropriate space immediately below and return this sheet only.

_____ Not interested at this time; please keep our firm on your List for future requests for this service.

_____ Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE: FAX:
CITY:	STATE:	ZIP:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:	
E-MAIL:		WEB URL:
AUTHORIZED SIGNATURE:		PRINTED NAME:

Electronic Payment: Please certify whether the bidder will accept payment processed through the County's VISA-based electronic payment system: ☐ Yes ☐ No (Check one)

SECTION 1.0 – SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

1.1 Purpose

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, Lake County is soliciting statements of qualifications and letters of interest from firms qualified to provide the services expressed in attachment one. The contract(s) resulting from this solicitation will be for on-call services on an as-required basis. Use of a continuing contract shall be in consonance with Florida Statute 287.055, for individual projects not exceeding \$2,000,000.00 in construction costs or \$200,000 for study activities. Respondents are advised that any award under this solicitation will be by separate bilateral contract.

1.2 Scope of Work

See Attachment One

1.3 Qualifying Standards

Pursuant to Chapter 471, Florida Statutes, firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statute(s).

Responding vendors must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award under this solicitation. Respondents are advised their location, and their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA.

1.4 Period of Performance / Term of Contract

The initial term of the awarded contract shall be one year. Services shall begin upon written notification to proceed issued by the County, and completed within the time frames expressed in any specific order.

1.5 Option to Renew

The County retains the option to extend the contract for up to two (2) additional one year periods without change to any of the pricing, terms, and conditions expressed in the initial contract.

1.6 Key Contractor Personnel

In submitting a qualifications package, the respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

1.7 Prohibition Against Contingent Fees

Any contract entered into as a result of this request for response shall contain the following statement.

"I, as an authorized agent of *[firm name]* warrant that *[firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for *[firm name]* to solicit or secure this agreement and that *[firm name]* has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for *[firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

1.8 Truth In Negotiation Certificate

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

1.9 Insurance Requirements

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000. The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE
BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

SECTION 2.0 – GENERAL TERMS AND CONDITIONS

2.1 Definitions

“Request for Statements of Qualifications (RSQ)” means a formal solicitation inviting statements of qualifications.

“Response” means the information submitted by the respondent in response to this RSQ.

“Respondent”, “you”, and “your” means the person, firm, or corporation who submits a response.

“County” means Lake County, Florida.

“Board of County Commissioners” or “BCC” means the governing Board of Lake County, Florida.

“Contractor” means a respondent awarded a contract from this solicitation.

“Shall”, “must”, or “will” are equivalent in this RSQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County.

“Should” or “may” are equivalent in this RSQ and are permissive in nature. Deviation from a RSQ term or condition may not cause rejection of a response, but may be a factor considered in the overall evaluation process.

2.2 General Qualification Guidance

Receipt of this document does not indicate that the Procurement Services Office has pre-determined your company's qualifications to receive a contract award. Such determination will be based on evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document. Section 287.055, Florida Statutes, “The Consultants’ Competitive Negotiation Act” will be followed in that regard. The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RSQ, the County may utilize site visits or request additional input from any responding vendor.

2.3 Incurred Expenses

This RSQ does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, the respondent agrees that all costs associated with the preparation of the qualifications package will be solely the respondent’s responsibility. The respondent also agrees that the County bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

2.4 Minor Irregularities

The County reserves the right to waive minor irregularities in submitted qualifications packages when such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

2.5 Collusive Responses

The respondent certifies, by submission of a response, that its response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

2.6 Conflict Of Interest

If any officer, director, or agent of your organization is also an employee of the Lake County Board of County Commissioners, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any County employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package. If there is a conflict of interest as defined above and by Chapter 112, Part III, Florida Statutes, and Code of Ethics for Public Officers and Employees, the issue will be addressed to the County Attorney Office for review and opinion whether or not the respondent can be considered for award.

2.7 Public Entity Crimes

Pursuant to Section 287.132 and 287.133, Florida Statutes, the County, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. By submitting a qualifications package in response to this RSQ, the respondent is certifying that it is eligible for award under this solicitation pursuant to Section 287.132 and 287.133, Florida Statutes.

2.8 No Confidentiality of Information

When the qualifications package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of a qualifications package does not affect this right.

The County is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), Florida Statutes, financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

2.9 PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

SECTION 3.0 – SUBMITTAL OF RESPONSE AND AWARD

3.1 Response Location, Date, and Time

The vendor response to this solicitation, along with the specified number of copies, shall be received at the specified location, date, and time specified on the front page of this solicitation. Any original response package received at the specified location after the specified date and time will not be considered for award.

3.2 Delivery of Qualifications Packages

ALL incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (such as Fed-Ex or UPS) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Division. Each package shall be clearly marked with RSQ number, title, and company name. To be considered for award, the response must be received and accepted in Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center.

If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA 32778

If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your Qualifications Package by a **THIRD PARTY CARRIER**, please addresses it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

NOTE: Submission via facsimile (fax) or email or other electronic media will not be accepted.

3.3 Public Opening of Responses on Specified Due Date

At the date and time specified, all timely qualifications packages that have been accepted by the County will be formally opened and conditionally accepted for consideration. The names of the firms submitting packages will be read aloud and recorded.

3.4 Questions Concerning This Solicitation:

Questions concerning any portion of this RSQ shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RSQ. To ensure reply, questions should be submitted at least seven (7) days before the response due date.

B. Schwartzman, Procurement Services Manager
Lake County BCC, Procurement Services Division

315 W. Main Street, Room 441, PO Box 7800
Tavares, FL 32778-7800

Phone: 352.343.9839 Fax: 352.343.9473 e-mail: bschwartzman@lakecountyfl.gov

Failure by a potential respondent to ask questions or request changes by the date indicated above shall constitute the respondent's acceptance of the requirements set forth in this RSQ. No answers provided by any party given in response to questions submitted shall be binding upon this RSQ unless released in writing as an addendum to the RSQ by Procurement Services.

3.5 Respondents Responsibility / Clarification and Addenda

While the County has used considerable efforts to ensure an accurate representation of information in this RSQ, each prospective respondent is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RSQ. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. A respondent, by submitting a qualifications package, represents that the respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the respondent is familiar with the local conditions under which the awarded Respondent must perform. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax 352-343-9473 or e-mail are acceptable] in accordance with procedures set forth herein. The County will not be responsible for any oral communication given by any employee, agent, or representative of the County. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If the County revises (amends) this RSQ, notice will be posted on the Lake County Internet site:

http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx

You must acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RSQ before submitting your proposal.

Before submitting a response, each respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the respondent will rely. Failure to conduct such investigations and examinations will in no way relieve the awarded vendor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.6 Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

3.7 Specific Directions Regarding Format and Contents of Response

Firms, organizations, joint ventures, or individuals interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and four (4) copies, each marked "COPY," of their qualifications package for review and evaluation by the County. **The vendor shall submit their response within a sealed envelope or package clearly marked with the vendor's name and the solicitation number on the outside of the envelope or package.** Failure to provide the required copies and information may result in the qualifications package not being considered.

To facilitate analysis of its qualifications package, the respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the respondent's qualifications package deviates from these instructions, such response may, in the County's sole discretion, be rejected. The County emphasizes that the respondent concentrate on accuracy, completeness, and clarity of content.

3.7.1 Economy of Presentation

Each qualifications package shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RSQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that respondent follow the format and instructions contained herein. The County retains the prerogative to reject any response that does not essentially conform to the stated requirements.

3.7.2 Qualifications Package Guidelines

Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications not found in its designated section will be assumed to have been omitted from the qualifications package.

Abbreviations and Acronyms – All abbreviations and acronyms used in the qualifications package shall be explained and/or defined upon their first usage in each section of the qualifications package.

Page Limitation, Size, and Format – Responses are limited to a total page count not to exceed fifty (50) pages. This count includes all response content to include completed County Forms 1A, and 1 through 6, but excluding tab sheets, covers, or any County-issued addenda pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages may be single-spaced. The text size should be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict information such as organizations, systems and layouts, implementation schedules, or plans. These displays shall be clear, concise and legible. and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Binding and Labeling – The entirety of the qualifications package should be spiral bound on the left margin so the qualifications package lies flat when opened. All response sections must be appropriately separated and tabbed.

3.7.3 Qualifications Package Sections

The respondent shall organize its qualifications package into the following major sections. **Vendor shall ensure that all information requested in the "Submittal Requirements" section of the scope of work at attachment one are included in the response.**

COUNTY'S RSQ COVER SHEET

TAB A – STATEMENT OF INTEREST: To be submitted on the firm's letterhead.

The statement of interest shall:

- Concisely state the firm's understanding of the services required by the County.
- Include additional relevant information not requested elsewhere in the RSQ.
- The signature on the statement shall be that of a person authorized to bind the firm.

Tab A shall also contain a properly completed, signed, and notarized Form A-1, Conflict of Interest

Disclosure Form.

TAB B – FIRM PROFILE: Complete Form 1

TAB C – TEAM COMPOSITION AND SUBCONSULTANTS: Complete Form 2. List the key people proposed for the County’s project along with any proposed sub consultants ((content of “Role/Job Title” column at vendor discretion). Include a copy of each person’s current State of Florida Board of Professional Regulation License. Additional resumes and/or information about the individuals proposed on this team may be attached but will be included in the total page count. Respondents are advised their location, and that their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA, and that this information may be considered within the evaluation process.

TAB D – LOCATION AND PERCENTAGE OF WORK TO BE COMPLETED: Complete Form 3.

TAB E – SIMILAR PROJECT COMPLETION: Complete Form(s) 4. This form may be reproduced.

TAB F – VOLUME OF WORK: Complete Form 5.

TAB G – ADDITIONAL INFORMATION/REFERENCES: Complete Form 6 and attach reference letters. Provide all information requested in the “Submittal Requirements” section of the scope of work at attachment 1 that has not been incorporated into other tabs of the vendor response.

3.8 Withdrawal of Qualifications Package

Vendors may withdraw their submitted response, or modify it, at any time prior to the official response due date and time. Although such action may be considered by the County, there is no right of withdrawal after the time fixed for the submission of qualifications packages.

3.9 Qualifications Package Acceptance / Rejection

The County reserves the right to accept or reject any or all qualifications packages received as a result of this RSQ, or to negotiate separately with competing contractors. The County reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County. Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.

3.10 Discussions and/or Presentations After Initial Response

The County, at its sole discretion, may conduct discussions with, and/or require formal presentations by, any respondent without charge to the County. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The County shall be the sole judge of compliance in this regard. The County reserves the right to conduct discussions with any respondent(s) which has (has) been “short-listed” as a most-qualified respondent. Respondents are cautioned not to assume that they will be asked for discussions or a presentation and should include all pertinent and required information in their original qualifications package.

Discussions and/or presentations shall follow the spirit and intent of provision 3.7.1 above. Any formal presentations that are overly elaborate and appear to rely more on the technical manner of presentation rather than on the actual content of presentation will be subject to lesser technical ranking. The discussion and/or presentation shall be focused on the essentials of the project itself, and, unless requested by the respondent and approved by the County, shall include no more than three representatives from the respondent, one of whom shall be the respondent’s proposed project manager for the effort to be performed. Any additional attendees must have a documented direct function in the work to be performed.

Upon completion of discussions and/or presentations with short-listed respondents, the County will determine which one of those respondents is considered the best qualified for the specific work being solicited. Pricing negotiations will then ensue with the respondent(s) in the manner stated in Section 287.055, Florida Statutes.

3.11 Award of Contract(s)

The County reserves the right to make award to the response deemed to be most advantageous to the County within the selection factors and process cited within Section 287.055, Florida Statutes.

The County is not obligated to make an award under or as a result of this RSQ or to award on the basis of lowest cost or one factor alone. The County intends to award any resulting contract to the best qualified respondent. The County has the sole discretion, and reserves the right, to cancel this RSQ, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.

In the event of inability to complete award with the initially top-ranked vendor, and/or short term default by the awarded vendor, the County reserves the right to negotiate and award to the next best qualified Respondent without any further competition.

3.12 Time Limit To Submit Required Award or Initial Performance Related Documentation

Within ten (10) calendar days after County notification of intent to award, or subsequent intent to proceed, any successful respondent must furnish all deliverables or documentation required to specifically support the County intent. If any successful respondent fails to furnish the required deliverables within the required time frame, intent to award, or award to that respondent may be withdrawn and award made to the next highest rated respondent.

3.13 Disputes/Exceptions

Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RSQ document, any addendum to this RSQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the County's issuance of the qualifications package document or addenda, or notice of award or rejection. The written dispute shall be sent via certified mail or delivered in person to the County's Procurement Manager, who shall administer the matter in the manner currently expressed in the County's formal protest procedure. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to will be rejected unless there is clear evidence of arbitrary or capricious action in that regard.

Any prospective respondent who may have any exceptions to any requirements set forth in this RSQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the County personnel involved in the review and evaluation process. It is recommended that any such exception or deviation be addressed to the assigned contracting officer in writing during the solicitation period.

3.14 Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail:

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that:

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to before me this _____ day of _____ 2015.
,Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification) My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

FORM 1: FIRM PROFILE

<p>1. Firm (or joint venture) Name and Primary Corporate Address</p>	<p>1c. Licensed to do business in the State of Florida _____ Yes _____ No</p> <p>1c. Registered to do business in the State of Florida _____ Yes _____ No</p>
	<p>1d. Name, Title & Telephone Number of Principal to Contact</p>
<p>1a. Firm is _____ National _____ Regional _____ Local</p> <p>FEIN # _____</p>	
<p>1b. Firm is a Certified Minority Business Enterprise _____ Yes _____ No</p>	
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.</p>	

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this joint venture previously worked together? _____ Yes _____ No

FORM 2; TEAM COMPOSITION

Role /Job Title	Name of individual assigned to the project	Florida Registrations Number
Principal-in-Charge		

Sub Consultants:

Role (i.e. Underground Utility Location, Environmental, GIS Mapping Services)	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ yes _____ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3; LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

_____ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

_____ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within Lake County including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

_____ %

FORM 4: SIMILAR PROJECT COMPLETION

Work by firm or joint venture members which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no less than three (3) but no more than ten (10) projects.

4. <u>Project Name & Location</u> <u>Project Manager:</u>		<u>Project Owners Name & Address</u>
<u>Completion Date (Actual or Estimated)</u> 		<u>Project Owner's Contact Person, Title, & Telephone Number</u>
<u>Estimated Cost (In Thousands)</u> Entire Project \$	Work for which firm was/is responsible \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) 		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible) 		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u> 		

FORM 5

Prime Consultant's volume of work performed for the Lake County Board of County Commissioners As
a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (including any design capabilities) supporting your firm's qualifications for the County's project. Attach reference letters as requested in the "Submittal Requirements" section of the scope of work at attachment one

ATTACHMENT ONE

Lake County Performance Contracting Pilot Project Feasibility Study

Scope of Services

Pursuant to Section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act, and Section 489.145, Florida Statutes, known as the Guaranteed Energy, Water, And Wastewater Performance Savings Contract Act, Lake County is soliciting proposals from qualified and experienced consultants to provide a feasibility study and investment grade energy performance audit(s) for a potential performance contracting pilot project.

The selected Energy Service Company (Contractor) shall be capable of performing Investment Grade Energy Performance Audits, presenting project proposals and financial options, and performing comprehensive energy management and energy-related capital improvement services for various County buildings, structures, lighting and facilities on an as needed basis. These improvements are to be funded through guaranteed costs savings achieved from the improvements over a term not to exceed fifteen (15) years.

The selected contractor will enter into a Phase One contract to provide investment-grade energy performance audit(s) for one (1) or more of the facilities/sites and provide comprehensive energy efficiency and guaranteed savings report(s). Upon review and acceptance by the County, the County may negotiate a Phase Two Guaranteed Energy Performance Contract with the Contractor for the acquisition/construction of the proposed energy-saving improvements.

Phase One:

During Phase One, the selected contractor shall meet with the Lake County Facilities & Fleet Management Department staff, review County developed potential projects list, select potential projects for auditing, and provide investment-grade technical energy audits of one (1) or more potential projects related to County buildings or facilities as well as provide a proposed savings report which meets the requirements of Section 489.145, Florida Statutes.

The scope of the energy audit shall include, but not be limited to: identification and evaluation of cost-saving measures, defining the proposed project scope, estimated improvement costs, a technical analysis to evaluate costs and savings, and a financing term analysis. The energy audit savings report shall specifically include but not be limited to:

- Detailed descriptions of significant long-term energy savings and operational changes recommended to be installed or implemented prioritized as to greatest potential savings.
- Projections of energy and cost savings to be obtained as a result of the installation of the recommended energy conservation measures, which saving must be measurable and verifiable. The savings calculations must utilize assumptions, projections, and baselines which best represent the true value of future energy or operational savings for the facility, including accurate marginal cost for each unit of saving at the time the audit is performed; documented material and costs actually avoided; adjustments to the baseline to reflect current conditions at the facility compared to the historic base period; and calculations which account for the interactive effects of the energy conservation measures. A description of how utility tariffs were used to calculate

savings for all energy conservation measures is to be included.

- Proposed plan for installing or implementing the recommended energy conservation measures, including all anticipated costs associated with the installation and implementation.
- Timetable for completing engineering and construction work for the recommended energy conservation measures.
- A review of various financing and payment options for the improvements.
- Specific financing arrangements and terms for the energy conservation measures project.

The selected Contractor shall review the option of utilizing Qualified Energy Conservation Bonds (QECB) to finance any proposed improvements. Such bonds shall be compared and contrasted to other funding and financing options.

The Contractor shall make a presentation to the County Commission providing key findings of the technical investment grade energy audit and recommendations. The County will independently evaluate the audit once it is completed and presented. However, the County shall be under no obligation to enter into a Guaranteed Energy Performance Contract, or if electing to enter into such a contract, may contract for all or part of the recommended energy conservation measures. No implementation of any recommended energy conservation measures shall commence prior to full execution of a contract between the County and the Contractor.

The County does not guarantee a minimum number, size, or scope of projects for any selected Contractor. The County reserves the right to not enter into any proposed Guaranteed Energy Performance contract or to reduce the scope of facilities under any such contract.

The term of the Phase One contract will be twelve (12) months with an option to renew for two (2) additional twelve (12) month terms, unless otherwise negotiated with the County.

Phase Two:

The County may, in its sole discretion, based on the energy audit report, negotiate and enter into a Guaranteed Energy Performance Contract with the Contractor to design, acquire, fabricate and/or install the agreed energy conservation measures and provide training, commissioning, maintenance and monitoring, and all other specified services at the audited facility. Services shall include the training of the County's Facility's staff with respect to routine maintenance and operation of all improvements. Such contracts shall include an energy savings guaranty and comply with the requirements of Section 489.145, Florida Statutes. The County does not guarantee a minimum number, size or scope of projects for any selected Contractor

An energy savings guarantee shall be provided by the Contractor ensuring that the County's costs, including the financing of the costs of the energy conservation measures, will be covered by the savings achieved, regardless of the financing method chosen. The guaranteed energy savings must meet or exceed the amortized cost of the energy conservation measures, including maintenance and monitoring fees during the contract term. If the project does not generate the guaranteed level of savings in any given year, the Contractor will be responsible for reimbursing the County the amount of any shortfall. The energy savings shall be reported, verified and reconciled annually and the Contractor shall make

any payments due under the guaranty on such annual basis. No credit for the achievement of saving above and beyond the annual guarantee will be credited toward the guaranty of future years' savings. Excess savings will not be used to reimburse the Contractor for any payments made due to shortfalls in other years.

The Contractor with approval of the County shall define measures and metrics necessary to understand the success of the energy savings and shall measure the County's Return on Investment (ROI) in a manner that enables the County to track and report progress. This includes cost benefit analysis and energy and carbon reduction. The Contractor shall be required to post a 100% public construction (payment and performance bond(s)), in a form satisfactory to the County, containing all obligations required by Florida law and executed by a surety company satisfactory to the County and licensed to do business in Florida.

A registered professional engineer shall review, design, and approve all work done under the Guaranteed Energy Performance Contract. No equipment or energy conservation measure will be installed or implemented that will require the hiring of additional personnel by the County.

All drawings, reports, and materials prepared in performance of the contract shall become the property of the County.

The Contractor shall be required to carry an appropriate level of insurance for both the construction and operation phases of the Contract. The County shall be named as an "Additional Insured" and certificates of all required insurance shall be provided to the County prior to the commencement of any work.

The Contractor shall if requested assist with the obtaining of improvement financing and solicit bids from financing companies. Any financing solicitation shall include a minimum of three (3) solicitations.

The Contractor shall be required to obtain all necessary licenses and permits and shall comply with all applicable Federal, State and local laws. All work performed under the Guaranteed Energy Performance Contract must be in compliance with all building codes and appropriate licensing standards. Any costs associated with such permits including preparation time shall be the responsibility of the Contractor.

Upon completion of design, Contractor shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work. Any and all costs for plans, specifications, or other items needed to obtain such bids/proposals shall be the responsibility of the Contractor. These costs shall be all inclusive to the contract.

The Contractor shall demonstrate to the County the attempted solicitation of at least five (5) trade contractors or subcontractors to include at least three (3) formal solicitations to Lake County based subcontractors (ie; a licensed vendor with a physical operating office in Lake County). Should an item or trade not have an industry base supportive of that requirement, the Contractor shall provide the County an exclusion letter confirming and supporting that situation. This letter shall be provided to the Lake County Procurement Services Division at least five (5) business days prior to release of bid requests for that requirement.

The Contractor can self-perform work under this contract providing they submit sealed bids for such work to compete against other subcontractors bids and are the lowest responsible bidder. All bids for the disciplines that are proposed for self-performance are to be opened in the presence of the County.

The Contractor shall provide overall coordination, management, supervision and scheduling of the work of each subcontractor with the activities and responsibilities of the Contractor and the Professional Engineer so as to complete the project in accordance with Lake County's objectives of safety, cost, time, and quality. They shall maintain accurate records for the County to include direct and indirect costs of services and equipment, change orders, direct purchases and both bidding and construction time lines.

Upon completion of the work, the Contractor shall provide training to the County that will be necessary to implement operations and maintenance of equipment and facilities.

In addition to any manufacturer or subcontractor warranties or guarantees, the Contractor shall warranty the construction including all building materials and labor for a period of one (1) year after the date of Substantial Completion. The Contractor is responsible for securing warranties and guarantees from the subcontractors and or any material suppliers for any materials, equipment, or fixtures to be incorporated into the project

A bound Operations and Maintenance Manual shall be compiled by the Contractor and supplied to the County upon completion of the improvements. The Manual shall include but not be limited to the following: instruction manuals, warranties, and as built drawings/diagrams.

Submittal Requirements:

Vendors are required to submit an original and three (3) copies of the proposal package. The following shall be included as part of the proposal package:

1. Identify the firm's name and location including local branch location(s).
2. Identify the firm's corporate and account representative's contact information.
3. List the specific members of the project team that will be assigned to this project and their qualifications. A one-page resume including education, experience, and any other pertinent information shall be included for each team member assigned to this project.
4. A description of the company's overall capabilities, resources, and assurances that it can meet its commitment to successfully provide these services. State the number of years the firm has been providing Guaranteed Energy Savings Performance Contracting Services as a company and in the State of Florida. No proposal will be considered unless the company submitting the proposal has been engaged in business for a minimum of three (3) years.
5. Provide the number of Performance Contracting Projects and the total value of all guarantees performed by the company in the State of Florida within the last five (5) years. Projects performed by company personnel at previous employers are not acceptable.
6. Provide the details of two (2) projects that have been completed and have had a sufficient performance period to measure and verify energy savings or utility demand reduction. The projects must have been completed by the applying company as the prime contractor with financial responsibility for the projects. Projects performed by company personnel at previous employers are not acceptable.
7. Submit references for three (3) major local governments and information to indicate the

completion date of installation, services and equipment provided, guaranteed and actual program benefits, project cost and financing description, contract term, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. References for projects where the responding firm was not the prime contractor are not acceptable.

8. Provide a clear description of the measurement and verification methodology that will be used to determine the energy savings or utility demand reduction and any other pertinent information, such as rebates related to the project.
9. Most recent audited financial statement.
10. Credit rating from a nationally recognized rating agency